



To  
**Bestech India Pvt. Ltd.**  
**Bestech House,124,**  
**Sector – 44, Gurgaon.**  
**Haryana.**

**For Office use only**

Flat No. \_\_\_\_\_

Application Dated \_\_\_/\_\_\_/\_\_\_

Booking # \_\_\_\_\_

Customer Code \_\_\_\_\_

Net BSP \_\_\_\_\_

Autho.. Signatory \_\_\_\_\_

Dear Sir(s),  
 I/We, the undersigned, request for the allotment of an Apartment in your Group Housing Colony known as **PARK VIEW SPA**, being developed in Sector 47 in Distt. Gurgaon, Haryana.

I/We have clearly understood that this application does not constitute an agreement to sell and I/we do not become entitled to the provision or final allotment of a unit not with standing the fact that M/s Bestech India (P) Ltd may have issued a receipt in acknowledgement of the money tendered with this application.

I/We, further agree to sign and execute the requisite Apartment Buyers Agreement, as and when desired by the company on the Company's standard format. I/We hereby agree to abide by the indicative terms and conditions of sale.

I / We remit herewith a sum of Rs.....  
 (Rupees.....  
 ..... ) as per below mentioned details,  
 towards Registration Money/ Earnest money for the said apartment(s):

Draft / Cheque No.	Dated	Drawn on	Amount (in Rs.)

I/We further agree to pay further installments of sale price and other charges as stipulated / called for by the company.

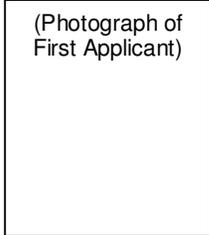
(The Applicant(s) shall make all the payments through bank drafts and cheques in favour of "Bestech India Pvt. Ltd." payable at Gurgaon / New Delhi / Delhi.)

\_\_\_\_\_  
 Applicant Signature

My / Our particulars are as furnished below for your records for reference and communications:

**Sole / First Applicant**

Name: Mr. /Mrs /Ms /M/s.....  
S/W/D of Mr.....  
Mailing Address:.....  
.....  
City:..... State:..... Pin Code:.....



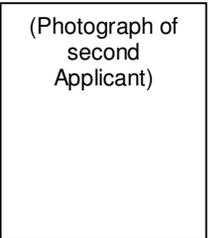
Telephone No. 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_  
(Residential) (Office) (Mobile / Other)

FAX No: \_\_\_\_\_ E-Mail Address : .....

Pan No:.....Ward / Circle..... Date of Birth\_\_\_/\_\_\_/\_\_\_  
Profession / Business ..... (DD) (MM) (YYYY)  
Residential Status ( ) Indian / ( ) NRI / ( ) Foreign National of Indian Origin

**Second Applicant**

Name: Mr. / Mrs /Ms /M/s.....  
S/W/D of Mr.....  
Mailing Address:.....  
.....  
City:..... State:..... Pin Code:.....



Telephone No. 1) \_\_\_\_\_ 2) \_\_\_\_\_ 3) \_\_\_\_\_  
(Residential) (Office) (Mobile / Other)

FAX No: \_\_\_\_\_ E-Mail Address : .....

Pan No:..... Ward / Circle ..... Date of Birth\_\_\_/\_\_\_/\_\_\_  
Profession / Business ..... (DD) (MM) (YYYY)  
Residential Status ( ) Indian / ( ) NRI / ( ) Foreign National of Indian Origin

Payment Plan: (.....) Down Payment Plan (.....) Construction Linked Plan

Details of the Apartment to be purchased:  
Type:..... Tower No.:..... Floor:..... Apartment No.:.....  
Super Area:.....sq. ft. Terrace Area:...../sq. ft. BSP:...../sq. ft. PLC:...../sq. ft.

\_\_\_\_\_  
Applicant Signature

APARTMENT / PRICE DETAILS				
		Rate	Super Area	Total (Rs.)
1	Basic Sale Price:	...../ sq. ft	.....sq. ft	.....
2	External Development Charges	..... / sq. ft	..... sq. ft	.....
3	Preferential Location Charges(Corner/Landscape/Floor)	..... / sq. ft	..... sq. ft	.....
4	Infrastructure Development Charges	..... / sq. ft	..... sq. ft	.....
	Total Sale Consideration	.....	.....	.....
5	Car Parking Space (___ Covered / ___ Open)	.....	.....	.....
6	Club Membership Fee	.....	.....	.....
7	Interest Free Maintenance Security	...../ sq. ft	.....sq. ft	.....
8	Any Other Charges	.....	.....	.....
	GRAND TOTAL	.....	.....	.....

Total Price does not include stamp duty, registration and incidental charges as well as expenses for execution of Apartment Buyer's Agreement and Sale Deed etc. which shall be borne and paid by the Applicant(s) to the company. Total price does not include any Taxes. The applicant shall pay, as and when demanded by the Company, the Stamp Duty, Registration charges and all other incidental and legal expenses for execution and registration of Sale Deed/ Transfer Deed in respect of the said Apartment.

**DECLARATION**

I/We, the above applicant(s) do hereby declare that the above particulars/ information given by me / us are true and correct to the best of my / our knowledge and no material fact has been concealed there from. Also, I / we agree to all the Terms & Conditions as mentioned in Annexure-I.

(Booked through Agent / Direct)

\_\_\_\_\_

\_\_\_\_\_

**Agent's Seal and Signature**

Sole/ First Applicant Signature.....

Name.....

Second Applicant's Signature .....

Name.....

Date: \_\_\_ / \_\_\_ / \_\_\_

Place: \_\_\_\_\_

## **Annexure - I**

### **TERMS & CONDITIONS FOR REGISTRATION FOR ALLOTMENT OF APARTMENT IN PARK VIEW SPA, SECTOR 47, GURGAON**

#### **1. TITLE**

The Applicant(s)/ Intending Allottee(s) has/ have fully satisfied himself/ herself themselves about the right, title and interest of the Company in the land on which the proposed PARK VIEW SPA is to be developed/ constructed and have understood all limitations and obligations in respect of it and there will be no further investigation or objection from the Applicant(s)/ Intending Allottee(s).

#### **2. ALLOTMENT**

- i) The allotment shall be on first come first served basis.
- ii) The final allotment shall be entirely at the discretion of the Company, which has the right to reject any application without assigning any reason whatsoever.
- iii) Upon acceptance of the application, the Applicant(s)/ Intending Allottee(s) shall be required to sign the ' Buyers Agreement' in the company's prescribed format, within 30 days from the date of its dispatch by the developer, failing which the 'Company' shall have every right to cancel the allotment and forfeit the Earnest money and allot/ sell the said Apartment to anyone else or to use it for any purpose it may deem appropriate.
- iv) I / We are aware that the building plans for the building in which the Said Apartment shall be located are not yet sanctioned by the Director, Town & Country Planning (DTCP), Haryana and in case because of any reason the plans shown to me/us are changed then the Company shall have the sole discretion to allot an alternate apartment. I/We have instructed the Company that if for any reasons other than reasons attributable to me/us the Company is not in a position to finally allot the Said Apartment within a period of one year from the date of this application, I/we shall have the option to take the refund of booking amount by serving a 30 days demand notice on the Company and the Company shall refund the booking amount deposited.
- v) In case of NRI Allottee(s) or foreign national of Indian origin Allottee(s), the provision of F.E.M.A / R.B.I. guidelines and any other law, as may be prevailing shall be applicable.

#### **3. LAYOUT, PLANS AND AREAS**

That it is made clear to the Applicant(s)/ Intending Allottee(s) the meaning of super area and its use for the calculation of sale price and other charges in respect of the said apartment. Company has right to effect suitable and necessary alterations in the layout plans, as and when required, which may involve all or any of the changes, such as change in the position of the flat/ unit, increase/ decrease in size of the original area which includes super area, car parking area, etc., change in floor-plan layout, change in direction of the apartment, change in its number. In case, government imposes any ban or changes its import policy on imported marble, then the same would be replaced by Indian marble of similar quality. If there is any increase/ decrease in the areas, revised price will be applicable in the original rate at which the Applicant/ Intending Allottee(s) booked the flat(s)/ unit(s). The applicant(s) shall have ownership of undivided proportionate share of the land beneath the said building only.

#### **4. TOTAL SALES CONSIDERATION**

Total Sales consideration means sales price of the said Apartment inclusive of the price of Basic Sales Price, Preferential Location Charges if the apartment is preferentially located, EDC and IDC, payable as per the terms & condition of Flat Buyer Agreement including but not limited to Taxes, increase in EDC, IDC, increase in all types of securities IFMS and charge for bulk supply of electric energy, Maintenance Charges, property tax, additional preferential location charges, increase in price due to increase in super area of the Said Apartment stamp duty registration, any incidental charges and any other charges payable as mentioned in the Agreement.

#### **5. External Development Charges (EDC) & Infrastructure Development Charges (IDC)**

The External Development Charges (EDC) & Infrastructure Development Charges (IDC) for the external services to be provided by the Haryana Government as per the present rates are in addition to the sale price of the said Apartment and in

case there is any increase or revision in the same in future, the same shall be payable by the applicant(s)/ Intending Allottee(s) without any delay or demur as and when demanded by the Company.

#### **6. Preferential Location Charges (PLC)**

The Applicant(s) agrees that the preferential location Charges (PLC) for preferential location as described by the company shall be payable additionally in the manner and within the time as stated in the payment plan. However, the applicant confirms that if due to any change in the layout /building plan, the said Apartment ceases to be in a preferential location, the company shall be liable to refund only the amount of PLC paid by the applicant and such be adjusted in the last installment as stated in the payment plan. The applicant further agrees that in the event, due to any change in the layout /building plan if the Apartment becomes preferentially located, then the applicant shall be liable to pay additional Preferential Location Charges as stated in the payment plan.

#### **7. Car Parking**

The Applicant(s) / Intending Allottee(s) shall separately pay for reserved / dedicated car parking space allotted to him/ her/ them for his/ her/ their exclusive use. It is made absolutely clear that reserved / dedicated car parking space allotted to the Allottee(s) shall not form part of the common area in the said building / complex for the purpose of the declaration which may be filed by the company under Haryana Apartment Ownership Act 1983, as amended from time to time. Since the reserved / dedicated car parking space is the integral amenity of the said apartment, the Applicant(s) / Intending Allottee(s) undertake not to sell / transfer/ sell / deal with the same independent of the said Flat / Space.

#### **8. Maintenance Agreement**

The Applicant(s)/ Intending Allottee(s) upon completion of the said building agrees to enter into a maintenance agreement with the Company or any other maintenance agency or other body as appointed by the Company from time to time for maintenance and upkeep of the common services and common areas (apart from the internal area of the apartment) of the said Group Housing Complex and the intending Allottee(s) undertake to pay the maintenance bills for maintaining the various services and facilities at the rate determined by the Company or its nominated maintenance agency. The Applicant(s)/ Intending Allottee(s) agrees to deposit and to always keep deposited with the Company a Interest Free Maintenance Security Deposit calculated on the basis of the super area of the flat @ 75/- per sq. ft. (rate at the time of booking)

#### **9. TIME IS OF ESSENCE**

That timely payment of installments/ balance sale consideration/ security deposits/ charges shall be of essence in respect of this application. This application does not constitute an Agreement to Sell. It shall be incumbent on the Applicant/ Intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment/ sale, as contained in this Application Form. In case the installments are delayed, the Applicant/ Intending Allottee(s) shall pay interest on delayed payments @ 18% per annum compounded quarterly at the time of every succeeding installment which shall be calculated from the due date of outstanding payment/ amount without prejudice to the company's right to cancel the allotment. Even then, if the Applicant(s)/ Intending Allottee(s) fails to pay the installment along with interest within 75 days, from the due date, the Company shall forfeit the amount of earnest money/ registration money deposited by him/ her/ them and the allotment shall stand cancelled and he/ she/ they shall have no lien/ charge/ interest/ right on the said Apartment. The sums, if any, paid over and above the earnest money shall be refunded without any interest by the Company after adjustment of interest on delayed payments, if any, due from the Applicant(s) / Intending Allottee(s). The Earnest Money calculated shall be 20% of the Basic Sales Price.

#### **10. COMPLETION OF CONSTRUCTION/DELIVERY OF POSSESSION**

- i) That the possession of the said Apartment is proposed to be delivered by the Company to the Applicant(s) within 36 months (three years) from the date of execution of the Buyer's Agreement or sanctioning of drawing which ever is later subject to timely payment by the Applicant(s) of sale price, stamp duty and other charges due and payable according to the Payment Plan applicable to him/her/them or as demanded by the Company, abide by terms & conditions of the Flat Buyer's Agreement and subject to forced - majeure clause.

- ii) The Applicant(s) agree that in case the Company is unable to deliver the Said Apartment and / or allot the Parking Space(s) to the Applicant(s) for his occupation and use due to:
- a) any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or;
  - b) if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Said Apartment / Said Building or;
  - c) if any matter, issues relating to such approvals, permissions, notices, modifications by the competent authority(ies) become subject matter of any suit / writ before a competent court or;
  - d) due to force majeure conditions.
- iii) In the event, of his/her failure to take over the possession of the Apartment allotted within thirty (30) days from the date of intimation offering possession in writing by the Company, the Applicant(s) shall be liable to pay to the company compensation as holding charges @ Rs5/- per sq.ft. (Rs. 54 per sq mtr) of the super area per month and the maintenance charges as determined by the company/maintenance agency for the entire period of such delay until the date when the physical possession is taken over by the Applicant(s) / Intending Allottee(s).
- iv) If the company fails to complete the construction of the said building/ Apartment within the stipulated period as aforesaid then the Company shall pay to the Applicant compensation @ Rs 5/- per sq.ft. (Rs 54 per sq mtr) of the super area per month for the period of such delay, subject to force majeure circumstances and / or for reasons beyond the control of the Company.

#### **11. APPLICANT'S/ INTENDING ALLOTTEE'S COVENANTS**

- (i) That the Applicant(s)/ Intending Allottee(s) have fully read and understood these indicative terms and conditions and undertake to abide by the same.
- (ii) That the Applicant(s)/ Intending Allottee(s) shall comply with all legal requirements for the purchase of immovable property, as may be applicable, after execution of the Apartment Buyer Agreement and sign all applications & forms for the said purpose.
- (iii) The Applicant(s)/ Intending Allottee(s) agree to sign and execute, as and when desired by the Company, the standard Apartment Buyers Agreement, the standard Tripartite Maintenance Agreement and other documents/ papers alongwith all their Annexure, and agree to abide by the terms conditions as laid down therein.
- (iv) The Applicant(s)/ Intending Allottee(s) has/ have applied for registration/ allotment of an Apartment in the proposed 'PARK VIEW SPA being developed in Sector-47, District Gurgaon with full knowledge and subject to all laws, notifications and rules applicable to the area and the proposed complex, which have been fully explained by the Company and understood by him/ her/ them.
- (v) That the applicant(s)/ Intending Allottee(s) acknowledge that the Company has readily provided all information/ clarifications as required by him/ her/them and he/ she/ they have not relied upon and not influenced by any architects' plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral, estimated facilities/ amenities to be made available or any other data except as specifically represented in this application and the applicant(s)/ Intending Allottee(s) has/ have relied solely on his/ her/ their own judgment in deciding to make the application for purchase of the said Apartment.

#### **12. LOAN FACILITY**

- i) In case the applicant(s)/ intending Allottee(s) wish to avail loan facility for the purchase of Apartment applied for, the 'Company' shall extend all possible help without getting involved in any financial commitment. The terms of such loan(s) shall be binding and applicable exclusively upon the Allottee(s) only.
- ii) In case the Allottee(s) opts to pay the agreed price through loan and subsequently the loan is not granted or delayed for any reason whatsoever, the payment to the 'Company', as per schedule, shall be ensured by the Allottee(s), failing which he / she / they shall be governed by the provisions contained in clause no. 9 supra.

### 13. OTHER MISCELLANEOUS TERMS AND CONDITIONS

- i) Joint Applications: The Applicant(s)/ Intending Allottee(s) declare and affirm that in case of joint allotment failure to pay by anyone shall be deemed as failure to pay by both/ all and the joint intending Allottee(s) shall be treated as one single person for the purpose of this application and both/ all shall be liable for the consequences jointly as well as severally. .
- iii) Correspondence: The Applicant(s)/ Intending Allottee(s) shall get his/ her/ their complete address registered with the Company at the time of booking of the Apartment and it shall be his/ her/ their responsibility to inform the Company by Registered Post/ AD about all or any subsequent changes, if any, failing which all communications/ notices etc. sent at the first address as stated by the Applicant(s)/ Intending Allottee(s) in the Application shall be deemed to have been received by him/ her/ them. This is without prejudice to the stipulation that the Applicant(s)/ Intending Allottee(s) shall have to strictly comply with the schedule of payment mentioned in the Application and the Applicant(s)/ Intending Allottee(s) shall be fully and solely responsible for any default in payment and the consequences that might arise there from. The Applicant(s)/ Intending Allottee(s) undertake to abide by all the laws, rules and regulations relating to Haryana Apartment Ownership Act, 1983 or any other laws as may be applicable to the said Apartment/ Building/ Complex.
- iv) Rights of Owner/Company: That the Company shall continue to have, as before, the right to make additions, raise storey or put up additional structures as also to connect the electric, water, sanitary and drainage fittings on the additional structures/storeys with the existing electric, water, sanitary and drainage sources at its own cost as may be permitted by the Competent Authorities. Such additional structures and storeys shall be the sole property of the Owner. The applicant hereby gives consent to the same and agrees that he shall not be entitled to raise any objection or claim at any time in respect there of.
- v) That the specifications of the apartment are subject to change as necessitated during construction. In such an event material of equally good quality shall be used.
- vi) That the Company shall provide Fire Safety measures as per existing Fire/ Safety code regulations. If, due to any subsequent legislation, Government order or directive or guidelines, or if deemed necessary by the Company, any further fire safety measures are required to be provided, the intending allottee(s) shall pay for the same, on pro-rata basis.
- vii) The company has made clear to the Applicant(s) that it shall be carrying out extensive development/ construction activities for many years in future in the entire area falling outside the Said Complex in which the Said Apartment is located and that the Applicant(s) shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any ,which may be suffered by the Applicant(s) due to such development/construction activities or incidental/ related activities.
- viii) The Applicant(s) agree that the Company shall have the right to transfer ownership of the Said Complex in whole or in part to any other entity such as any partnership firm ,body corporate(s) whether incorporated or not ,association or agency by way of sale / disposal /or any other arrangement as may be decided by the Company without any intimation, written or otherwise to the Applicant(s) and the Applicant(s) shall not raise any objection in this regard.
- ix) That the company in its sole discretion may permit substitution of the name of the nominee(s) in place of the Applicant(s) / Intending Allottee(s) on such terms and conditions and on receipt of such administrative charges as it may deem fit.
- x) All taxes, whether levied or to be levied in future, on the land and/ or on the said Apartment shall henceforth be borne by the Applicant(s)/ Intending Allottee(s).
- xi) The Applicant(s) agree that the Company shall have the right to raise finance/loan from any financial institution / bank by way of mortgage / charge / securitization of receivables of the Said Apartment subject to the Said Apartment being free of any encumbrances at the time of execution of sale deed. The Company / financial institution / bank shall have the first lien / charge on the Said Apartment for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the construction.

### 14. FORCE MAJEURE

Development & construction of PARK VIEW SPA is subject to force majeure clause, which includes delay in completion of the project for any reason beyond the control of the Company e.g., non-availability of any building materials, war or enemy action or natural calamities or any act of God etc. In case of delay in delivery of possession as a result of any notice, order,

rule, notification of the Govt./ Public or other Competent Authority or any reason whatsoever beyond the control of the Company and any of the aforesaid events, the Company shall be entitled to a reasonable extension of time.

**15. JURISDICTION**

Gurgaon alone shall have jurisdiction in all matters arising out of or touching and / or concerning this transaction.

**DECLARATION**

I/We have read and understood the above-mentioned terms and conditions, documents referred to therein and agree to abide by them.

Sole/ First Applicant's Signature ..... Name.....

Second Applicant's Signature ..... Name.....

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Place: \_\_\_\_\_

